

DECLARATION OF VICKI AZNARAN

I, VICKI AZNARAN, hereby declare as follows:

1. I am over 18 years of age and a resident of the State of Texas. I have personal knowledge of the matters set forth herein and, if called upon to do so, could and would competently testify thereto.

2. From 1972 until 1987, I was a member of various Church of Scientology ("Church") entities. During that time I held a number of important positions in the corporate and ecclesiastical hierarchy of the Church, including President of Religious Technology Center ("RTC") In March of 1987, my husband Richard Aznaran and I left our positions with the Church and returned home to Texas from California.

3. On April 1, 1988, Richard and I filed a lawsuit against several Church entities and individuals in the United States District Court for the Central District of California. We have now settled this case through direct negotiations with Church representatives. This declaration details how we were driven to settlement by the failure of our counsel to adequately litigate our lawsuit and how we were forced to negotiate settlement directly with representatives of the defendants due to our counsels' failure to properly represent our interests when defendants earlier had expressed interests in settlement.

4. Our lawsuit was filed on April 1, 1988 by the firm of Cummins & White. The suit was finalized and prepared in a rush in an attempt to get it filed before it was barred by the statute of limitations.

5. Additionally, despite the fact that I then testified in

1 deposition about the inaccuracies in the complaint, my counsel
2 did not amend my complaint to correct them. These uncorrected
3 falsehoods placed us at a serious disadvantage as they enabled
4 the defendants to seize upon these points to give the impression
5 that we were changing our testimony and deliberately stating
6 falsehoods.

7 6. Another defect in the complaint was the amount of money
8 requested, \$70,000,000. Seventy million was a highly inflated
9 figure and in fact impaired efforts to settle as the amount was
10 so high. Shortly after the suit was filed, I pointed the high
11 amount out to counsel and was told that it could be adjusted
12 later. It never was.

13 7. Another liability to the successful prosecution of our
14 lawsuit was the fact that Cummins & White was disqualified from
15 representing us in our case on September 6, 1988.

16 8. Not being versed in the law, my husband and I relied
17 upon the representations of Barry Van Sickle and Cummins & White
18 that Cummins & White could properly serve as our counsel. This
19 was wrong. Nevertheless Cummins & White expended considerable
20 time and effort to defend their position in this regard, an
21 action which I now understand to have been fought more for their
22 own self-interest than for the advance of my lawsuit. In
23 September 1988 the District Court Judge disqualified Cummins &
24 White as our counsel, specifically finding that Cummins & White
25 was an extension of Yanny's continuing and improper involvement
26 in our case.

27 9. Because Cummins & White was disqualified, we were
28 without an attorney in our case for several months and our case

1 was threatened with dismissal. We were forced to expend
2 considerable effort to find new counsel and get him up to speed
3 while the Church continued to litigate our case. To our
4 detriment, and due to the urgency of having to find counsel in an
5 already ongoing case, we were forced to obtain counsel without
6 the necessary resources to adequately litigate the case.

7 10. Barry Van Sickle's attempts to settle were very weak
8 and ineffective. In June 1991 Mr. Van Sickle reported to us that
9 he had an offer of \$1,000,000 to settle our case and one other.
10 The offered amount for our case was \$200,000 which we rejected as
11 being too low. It was a starting point but despite our efforts
12 to get Mr. Van Sickle to do so, he never succeeded in getting a
13 counter offer to us. Further, Mr. Van Sickle told us that we
14 would have to fire our existing attorney, Ford Greene, as the
15 Church supposedly refused to deal with him in settling the case.
16 As a result we did fire Mr. Greene. Then when Mr. Van Sickle
17 from Cummins & White failed to complete the settlement we were
18 again left without an attorney for a time as Cummins & White had
19 been ordered not to represent us in the case as covered earlier
20 in this declaration.

21 11. After being without counsel for several months, and
22 finding ourselves at a serious disadvantage in complex litigation
23 with the Church defendants, we re-hired Ford Greene to be our
24 counsel, based on an order from the Court.

25 12. It has been our experience that Greene seriously
26 neglected our lawsuit and systematically worsened its posture
27 until it became virtually impossible to salvage.

28 13. From approximately February 1989 onward Ford Greene was

1 attorney of record in our lawsuit against the Church. During
2 that time he did virtually no offensive work on the case, and did
3 nothing of substance to advance our litigation position. Before
4 our case was ordered transferred to Dallas, Texas in August of
5 1992, Greene had only sent out two interrogatories and had did
6 not even take one deposition despite having obtained two
7 extensions of the discovery cut-off. Following the transfer
8 order, Mr. Greene did nothing whatsoever to actually get the case
9 files sent to Dallas, Texas. Meanwhile, no activity has taken
10 place in our case.

11 14. While representing us, Greene was consistently late in
12 filing papers and in several instances placed our case in serious
13 jeopardy by failing to file needed papers. For example, in
14 December 1990 he neglected to oppose a major summary judgment
15 motion which the defendants had filed. He also failed to timely
16 file several mandatory pre-trial papers which could have
17 interfered with our ability to effectively put on our case at
18 trial.

19 15. It was reported to me by Barry Van Sickle that Mr.
20 Green smoked marijuana when he was picked up at the airport by
21 Rick Wynne, a Cummins & White attorney and driven to the office
22 of Cummins & White.

23 16. Furthermore, Greene did not communicate with us
24 regarding activities in our lawsuit and often could not be
25 contacted for extended periods of time. It is my belief that at
26 least one of these periods of non-communication was due to the
27 fact that he had entered a drug rehabilitation program without
28 even informing us that he intended to do so. Ford Greene did

1 nothing effective to settle our case. In fact, he told me he was
2 worried about settling our case as my husband and I would no
3 longer be witnesses for Gerry Armstrong who is a client of Ford
4 Greene and involved in Scientology related litigation.
5 Additionally, he attempted to bill us for work which he did not
6 do.

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8 17. In fact, Ford Greene solicited us to pay a monthly
9 stipend to him for Gerry Armstrong so he could work on our case.
10 Armstrong was precluded by an earlier agreement from working on
11 Church litigation.

12 18. Furthermore, like Cummins & White, Greene was aware of
13 the errors in the complaint and never prepared an amended
14 complaint. In fact, he "developed" the case so that the
15 defendants were able to accuse my husband and myself of
16 engineering several contradictory versions of the underlying
17 facts of the complaint. Thus Greene's "management" of the
18 complaint set us up so that we would be faced at trial with
19 seemingly contradictory positions which would undermine our
20 credibility.

21 19. Greene's inactivity, neglect, mismanagement, and
22 failure to communicate with us endangered our lawsuit. In our
23 view, Mr. Greene's failure to prosecute this case is tantamount
24 to malpractice. Based upon this history, we developed the
25 conviction that Greene would be unable to handle the trial.
26 While we would have preferred to get rid of Greene completely, we
27 hesitated to do so because we knew that it would be extremely
28 difficult for new counsel to rapidly learn the facts of the case
on the eve of the trial.

1 20. In an attempt to resolve this dilemma, we hired John
2 Elstead to be our attorney with Ford Greene. Elstead was
3 recommended to us by Margaret Singer, a psychologist whom we
4 intended to use at trial. Like Greene, Elstead has also
5 neglected to prosecute or advance our case.

6 21. My husband and I have always been willing to settle our
7 lawsuit and, in fact, considered it likely that the case would
8 end through settlement rather than trial. In the summer of 1991
9 John Elstead contacted counsel for the defendants to see if there
10 was an interest in settlement. Rather than presenting an
11 acceptable demand, indicative of a serious interest in
12 settlement, Elstead demanded \$3,300,000. This was rejected
13 immediately by defendants who did not consider it a serious
14 opening demand and did not treat it as a basis for negotiations.

15 22. In the late summer of 1992, after the case had been
16 ordered transferred to Dallas, Elstead met with the General
17 Counsel for the Church of Scientology International to discuss
18 settlement. He got nowhere.

19 23. Seeing that the viability of our lawsuit had been
20 seriously endangered through the neglect and malfeasance of our
21 attorneys, my husband and I felt compelled to take matters into
22 our own hands to resolve this litigation in our best interests.
23 In January of 1994 I spoke directly with Mike Rinder, a senior
24 executive of the Church of Scientology International concerning
25 settling the lawsuit. In the course of discussing settlement
26 with him in this and subsequent conversations, I came to realize
27 that my attorneys had blocked possible settlement for several
28 years. Consistently they failed to convey our true interest in

1 negotiating a satisfactory end to the litigation. Shortly
2 thereafter, Graham Berry approached us to see if he could
3 negotiate a settlement on our behalf, by falsely claiming he had
4 been contacted by the church making settlement overtures.
5 Desperate to resolve this matter, I told him to go ahead.
6 Instead of making a serious offers, on February 16, 1994 Berry
7 demanded \$3,600,000 for the settlement of our case along with
8 various threats that he was not authorized make. Again this was
9 not a serious attempt to settle.

10 24. Finally I communicated directly with a representative
11 of one of the Church of Scientology defendant organizations. It
12 was only when my attorneys were no longer need that both sides
13 were able to discover that our positions were not that far apart
14 and settlement talks were feasible.

15 25. In sum, it has been my observation that the counsel
16 which my husband and I have employed have not only prolonged the
17 litigation of our lawsuit, but have mishandled the development of
18 the case for trial, and interfered with the process of
19 settlement. By their actions described above, my counsel appear
20 to have consistently put their own interests above those of
21 myself and my husband and have failed to adequately carry out
22 their responsibilities as members of the Bar. I am convinced we
23 would not have been able to resolve our case had we not done so
24 directly with the Church.

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I declare under the penalty of perjury under the laws of the United States of America, and under the laws of each individual state thereof, including the laws of the states of California and Texas, that the foregoing is true and correct.

Executed this 15th day of May, 1994 in Dallas, Texas.


VICKI J. AZNARAN